

Fill in this information to identify your case:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS**

Debtor 1 ERVIN FRANK LAYER
 First Name Middle Name Last Name

Debtor 2 _____
(filing spouse) First Name Middle Name Last Name

Case Number: 19-41969

TXEB Local Form 3015-b

ORDER CONFIRMING CHAPTER 13 PLAN

Adopted: Dec 2017

Upon completion of a hearing upon proper notice to consider the confirmation of the Chapter 13 Plan proposed by the Debtor¹ (the "Plan"), wherein the Court has determined that all of the requisite requirements for confirmation pursuant to § 1325² have been fulfilled by the Debtor, and that all objections to plan confirmation have been overruled or resolved by agreement, the Court finds that just cause exists for the entry of the following order.

IT IS THEREFORE ORDERED:

1. The Debtor's Plan filed on 08/09/2019 [dkt #15], as amended by this Order, is **CONFIRMED**.
2. The Debtor shall pay:

☐ **Constant Payments:** \$ _____ per month for _____ months,

☒ **Variable Payments:** for 60 months pursuant to the schedule set forth in **Exhibit A** to this Order, together

with those portions of any tax refunds required to be tendered under § 2.4 of the Plan, to:

Carey D. Ebert, Chapter 13 Trustee
P. O. Box 628
Tyler, TX 75710

Beginning 8/25/2019 and continuing until all of the allowed claims provided for by the Plan have been paid in accordance with the provisions of the Plan, this Order, or any subsequent order of the Court.

3. Excepting adequate protection payments authorized to be paid by LBR 3015(c), and only to the extent funds are available, the Trustee shall make disbursements on a monthly basis to the holders of allowed claims as set forth in the terms of the Plan and as modified by this Order; provided, however, that the Trustee shall not be required to pay any dividend to any claimant in an amount less than \$15.00 and any dividends deferred under this provision shall be paid when the accumulation of payments due to such claimant shall exceed the sum of \$15.00. Upon the filing of any plan modification motion, however, the Trustee is authorized to suspend disbursements to the holders of allowed claims pending the resolution of that motion in order to determine the effect of the modification upon future disbursements.

¹ The use of the singular term "Debtor" in this Order includes both debtors when the case has been initiated by the filing of a joint petition by spouses.

² All statutory references contained in this Order refer to the Bankruptcy Code, located in Title 11, United States Code.

4. Pursuant to LBR 3015(f)(1), the Plan is amended through this Order **without the necessity of further disclosure to creditors** in the following manner:

☐ **None.** All claims previously listed as a Cure Claim in § 3.2 of the Plan have been reclassified.

☒ § 3.2 of the Plan regarding the treatment of Cure Claims is **MODIFIED** in the following respects:

Claimant	Collateral/Property/Contract Description	Debtor's DPO Amount	Projected Cure Claim Amount	Plan Interest Rate	Projected Monthly Payment by Trustee	Projected Total Cure Payment by Trustee
<u>Bayview Loan Servicing</u> <input type="checkbox"/> Maturing During Plan Term. <input checked="" type="checkbox"/> Debt Maturing After Completion of Plan Term. <input type="checkbox"/> Curing Assumed Executory Contract or Lease Obligation Pursuant to § 6.1.	<u>9814 Faircrest Drive</u> <u>Claim 8</u>	<u>\$1,767.99</u>	<u>\$28,633.33</u> <u>Pre-Petition:</u> \$23,476.76 <u>Post-Petition</u> \$5,156.57	<u>0%</u>	<u>Pro-Rata</u>	<u>\$28,633.33</u>
<u>Real Time Resolutions Inc</u> <input type="checkbox"/> Maturing During Plan Term. <input checked="" type="checkbox"/> Debt Maturing After Completion of Plan Term. <input type="checkbox"/> Curing Assumed Executory Contract or Lease Obligation Pursuant to § 6.1.	<u>9814 Faircrest Drive</u> <u>Claim 7</u>	<u>\$545.62</u>	<u>\$11,848.91</u> <u>Pre-Petition:</u> \$9,637.25 <u>Post-Petition</u> \$2,211.66	<u>0%</u>	<u>Pro-Rata</u>	<u>\$11,848.91</u>

None. All claims previously listed as a Direct Claim in § 3.5 of the Plan have been reclassified.

☒ § 3.5 of the Plan regarding the treatment of Direct Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	Total Claim Amount on Petition Date	Collateral Value on Petition Date	Contract Interest Rate	Monthly Payment per Contract	Party to Make Payment	Date of Final Monthly Payment
1. Credit Union of Texas	2015 Equinox	<u>\$19,812.19</u>	<u>\$17,400.00</u>	<u>5.39%</u>	<u>\$338.91</u>	<input checked="" type="checkbox"/> Debtor <input type="checkbox"/> Co-Debtor <input type="checkbox"/> Third Party	<input checked="" type="checkbox"/> Exceeds Plan Term

☒ Other Changes That Do Not Require Further Notice to Creditors. ³ The Plan is **MODIFIED** in the following manner:

☒ 4.3 Attorney's Fees.

The total amount of attorney's fees requested by the Debtor's attorney in this case is \$4,000.00. The amount of \$350.00 was paid to the Debtor's attorney prior to the Petition Date. The amount requested to be paid through the plan is \$3,650.00.

☒ 5.3 Liquidation Analysis: Unsecured Claims Under Parts 4 and 5.

If the bankruptcy estate of the Debtor was liquidated under Chapter 7 of the Bankruptcy Code, the holders of priority unsecured claims under Part 4 of this Plan and the holders of nonpriority unsecured claims under Part 5 of this Plan would be paid an aggregate sum of approximately \$2,834.66. Regardless of the particular payment treatments elected under Parts 4 and 5 of this Plan, the aggregate amount of payments which will be paid to the holders of allowed unsecured claims under this Plan will be equivalent to or greater than this amount.

☒ Agreement to Cure Trustee's Feasibility Objection

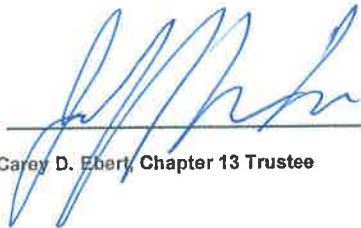
Trustee objected to feasibility, for among other reasons the plan contemplates a sale of a house or inability to make payments will likely result in a sale of the homestead. To resolve the feasibility objection, the Debtors agree if they seek to sell their homestead: (a) they will move to approve any sale or refinancing; (b) the title company shall be deemed to have received and distributed on the Trustee's behalf all amounts paid on claims that are to be paid through this plan, remain unpaid, and are paid at closing; (c) the Trustee shall receive a fee on all the amounts received and distributed on her behalf; and (d) the title company at closing will distribute to the Trustee her fee based on the then prevailing Trustee fee percentage.

Signed on 12/20/2019


Brenda T. Rhoades SR
HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE

³ The inclusion of any plan amendment that requires notification under §§ 1.1 – 1.4 of the Chapter 13 Plan may not be accomplished through this confirmation order.

APPROVED AS TO FORM AND SUBSTANCE:

x  attorney for Date 12/18/19
Carey D. Ebert, Chapter 13 Trustee

x /s/ Gregory W. Mitchell Date 12/17/2019
Attorney for Debtor / Gregory W. Mitchell

x  * Agreed assuming 12/1/19 mortgage payment has been made Date 12/17/19
Attorney/Agent for Bayview Loan Servicing, LLC

x Judith Pasillas Date 12/16/19
~~Attorney/Agent for Real Time Resolutions Inc~~
Department Manager
Bankruptcy Dept.
Real Time Resolutions Inc.

Debtor: Ervin Frank Layer

Case Number: 19-41969

EXHIBIT "A" - VARIABLE PLAN PAYMENTS

<u>Month</u>	<u>Payment</u>	<u>Month</u>	<u>Payment</u>	<u>Month</u>	<u>Payment</u>
1	\$ 450.00	25	\$ 900.00	49	\$ 900.00
2	\$ 450.00	26	\$ 900.00	50	\$ 900.00
3	\$ 450.00	27	\$ 900.00	51	\$ 900.00
4	\$ 450.00	28	\$ 900.00	52	\$ 900.00
5	\$ 450.00	29	\$ 900.00	53	\$ 900.00
6	\$ 900.00	30	\$ 900.00	54	\$ 900.00
7	\$ 900.00	31	\$ 900.00	55	\$ 900.00
8	\$ 900.00	32	\$ 900.00	56	\$ 900.00
9	\$ 900.00	33	\$ 900.00	57	\$ 900.00
10	\$ 900.00	34	\$ 900.00	58	\$ 900.00
11	\$ 900.00	35	\$ 900.00	59	\$ 900.00
12	\$ 900.00	36	\$ 900.00	60	\$ 900.00
13	\$ 900.00	37	\$ 900.00		
14	\$ 900.00	38	\$ 900.00		
15	\$ 900.00	39	\$ 900.00	Total	\$ 51,750.00
16	\$ 900.00	40	\$ 900.00		
17	\$ 900.00	41	\$ 900.00		
18	\$ 900.00	42	\$ 900.00		
19	\$ 900.00	43	\$ 900.00		
20	\$ 900.00	44	\$ 900.00		
21	\$ 900.00	45	\$ 900.00		
22	\$ 900.00	46	\$ 900.00		
23	\$ 900.00	47	\$ 900.00		
24	\$ 900.00	48	\$ 900.00		